Home Office

AUTHORITY: The Secretary of State for the Home Department

Volume 3

Schedule S – Contract Management

Travel Services

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Main Contract	Services Agreement
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1. SCOPE

1.1. The Service Provider and the Authority shall comply with the management principles set out within this Schedule with respect to the delivery of the Services and the management of this Contract.

1.2. This Schedule covers the following topics:

a) The objectives and relationship principles of the contractual arrangement;

b) The management plans and policies which the Authority requires the Service Provider to develop maintain and use to manage the operation of this Contract;

c) The management framework required for monitoring and managing the performance of this Contract;

d) The organisational structure to be adopted by the parties to deliver the Contract management function.

e) Contractual Risk Management

2. OBJECTIVES

2.1. The primary objective of the Contract management process is to ensure that the delivery of the Services is planned, monitored and controlled effectively, in the manner set out in this Schedule.

2.2. The objective is achieved through management of the relationship between the Authority and the Service Provider that is structured to achieve:

a) The regular review of strategic progress of this Contract and the addressing of any issues arising;

b) The day-to-day management of this Contract;

c) The effective and regular review of the Service Provider's current and future delivery of the Services, including the identification and agreement of any shortfalls and improvements;

d) The operation of the dispute resolution procedure as set out in clause 55 (*Dispute Resolution*) and Schedule J (*Dispute Resolution Procedure*) of the Contract.

e) Effective Risk Management

3. RELATIONSHIP PRINCIPLES

3.1. Both parties shall observe the following relationship principles throughout the duration of the Contract:

a) the parties shall operate under shared objectives, values and behaviours which shall be agreed between the parties from time to time;

b) mutual trust based on openness and honesty about how the relationship is working and what issues in relation to it need to be resolved;

c) recognition that the successful delivery of the Services relies on the strength of the relationships between the parties and a commitment to work together to deliver the Services and any agreed or required Service improvements;

d) Full commitment to the innovation and partnership principles and agreement to Schedule H (*Innovation and Partnership Agreement*).

4. CONTRACT MANAGEMENT FRAMEWORK

4.1. The Contract management framework shall be formed of two groups further explained in paragraph 5. The two groups are:

a) An **Operational Review Group** which will be responsible for day to day matters regarding the management and performance of this Contract. This group shall contain the person in table S.1 and any such individuals as required from time to time:

Table S.1 – Operational Review Group

Authority Representatives	Service Providers Representatives
SEO - Returns Logistics and Airline Ticketing	Service Providers Contract Manager
HEO - Returns Logistics and Airline Ticketing	Service Provider Operational Manager
Operational Manager – Complex and Scheduled Returns	Other persons as Required
Senior Contract Manager (SEO Home Office Commercial)	
Contract Manager (HEO Home Office Commercial)	
Other persons as Required	

b) A **Strategic Review and Delivery Group** which will be responsible for strategic review and oversight of the performance and management of the contract. This group shall contain the person in table S.2 and any such individuals as required from time to time:

Table S.2 – Strategic Review and Delivery Group

Authority Representatives	Service Providers Representatives
G6 - Returns Logistics and Airline Ticketing	Service Providers Senior Manager
G7 - Returns Logistics and Airline Ticketing	Service Providers Contract Manager
G7 – Complex and Scheduled Returns	Other persons as Required
G7 – HO Commercial	
SEO - Returns Logistics and Airline Ticketing	
Senior Contract Manager (SEO Home Office Commercial)	
Other persons as Required	

5. CONTRACT MANAGEMENT STRUCTURE

5.1. OPERATIONAL REVIEW GROUP

5.1.1. Both parties shall nominate a Contract Manager who, in conjunction with relevant Home Office Operational Managers, shall have prime responsibility for the provision of the Services.

5.1.2. The major responsibilities for discharging routine day-to-day Contract management functions lie with the Authority's Contract Manager, relevant Home Office Operational Managers and the Service Provider's Contract Manager and shall include:

a) Attending a monthly Operational Review meeting;

b) Review of performance data and key performance indications;

c) Agreement of Service Credits associated with key performance indicators;

d) Discussion of Operational level changes and innovations;

e) Processing of Contract Change Notices, and commercial issues;

f) Risk management, including maintenance of joint contract risk register;

g) Verification and authorisation of invoices, and;

h) Keeping the Contract continually up to date.

5.1.3. The Contract Managers shall be responsible for initial attempts at all dispute and

problem resolution. Where this is not possible issues shall be referred to the Strategic Review and Delivery Group.

5.1.4. The Contract Managers shall be responsible for the co-ordination of communication and action relating to all aspects of this Contract.

5.1.5. The parties shall ensure that the Operational Review Group fulfil and comply with the following requirements:

a) The Operational Review meeting shall be held monthly and usually not later than the end of the second full week of each Month. The Authority or the Service Provider may call “Ad hoc” meetings on reasonable notice at any time to address specific issues;

b) The Operational Review Group shall jointly review the performance of the Services including but not limited to managing risk, incidents, complaints and change control;

c) All parties shall make reasonable endeavours to ensure the effective and direct lines of communication are maintained between, and otherwise to, the two Contract Managers and the Home Office Operational Manager at all times during Working Hours. If for any reason, these lines of communication cannot be maintained at any time, the relevant party shall ensure that an alternative point of contact is established with the other so that any issue for which action is required is progressed during the relevant party’s unavailability;

d) All parties shall establish effective and direct lines of communication at all times outside of Working Hours. They shall ensure that an executive decision capability is provided during those periods for the purposes of emergency response and administering the Services to be delivered under this Contract.

Operational Review meeting

5.1.6. Operational Review meetings shall be chaired by the Home Office (SEO Returns Logistics and Airline Ticketing).

5.1.7. Minutes shall be taken by the Home Office and circulated for comment. Following agreement of the minutes, they shall be formally circulated with an action log detailing agreed actions to be carried out, to attendees and copied to others as required from time to time.

5.1.8. Monthly Management Information Report shall be reviewed at the Operational review meeting and any performance issues discussed.

5.1.9. Actions arising from the Operational Review meetings shall only be deemed closed when the parties have agreed them to be closed at an Operational Review meeting or expressly in writing.

5.1.10. In the event that a Contract Manager or Home Office Operational Manager is unable to attend the Operational Review meetings, such meeting shall be attended by a suitably empowered deputy.

5.2. STRATEGIC REVIEW AND DELIVERY GROUP

5.2.1. The Strategic Review and Delivery Group shall be responsible for developing the strategic direction of the Contract and assessment of overall performance of the Contract in regard to:

a) Service provision;

b) Performance and quality management;

c) Reviewing and agreeing strategic plans and developments, including Home Office priorities;

d) Reviewing scheduled flight cost structures, performance, and routing issues/demands;

e) Reviewing charter flight cost structures, performance and future demand;

f) Risk management, including review of Joint Contract Risk Register;

g) Commercial, legal, and budgetary issues;

h) Other issues that may effect the strategic direction of the Contract from time to time;

i) Consider and Approve Service Improvements;

j) Provide Strategic Support to the Innovation and Partnership Agreement.

5.2.2. The parties shall ensure that the Strategic Review and Delivery Group fulfil and comply with the following requirements:

a) The Strategic Review and Delivery meeting shall be held Quarterly. The Authority or the Service Provider may call “Ad hoc” strategic meetings on reasonable notice at any time to address specific issues;

b) The Strategic Review and Delivery Group shall jointly review the performance of the Services including but not limited to items in paragraph 5.2.1 above;

c) All parties shall make reasonable endeavours to ensure the effective and direct lines of communication are maintained between members of the Strategic Review and Delivery group as required to ensure effective management of the contract and service delivery. If for any reason, these lines of communication cannot be maintained at any time, the relevant party shall ensure that an alternative point of contact is established with the other so that any issue for which action is required is progressed during the relevant party’s unavailability.

d) All parties shall establish effective and direct lines of communication at all times outside of Working Hours. They shall ensure that an executive decision capability

is provided during those periods for the purposes of emergency response and administering the Services to be delivered under this Contract.

e) The Strategic Review and Delivery Group shall act as the route of escalation for issues that cannot be resolved at the Operational Review Group level. The Strategic Review and Delivery Group shall also issue direction to the Operational Review Group where this is required.

f) All parties shall provide support, both in term of advice and direction as well as Senior Management mandate to the Innovation and Partnership Agreement and meetings held under this agreement. Should issues be encountered at the Innovation and Partnership meetings that cannot be resolved the Strategic Review and Delivery Group should determine whether this issue can be resolved by themselves or needs to be escalated in accordance with process under Schedule H (*Innovation and Partnership Agreement*).

Strategic Review and Delivery **meeting**

5.2.3. Strategic Review and Delivery meetings shall be chaired by the Home Office (G6 - Returns Logistics and Airline Ticketing).

5.2.4. Minutes shall be taken by the Home Office and circulated for comment. Following agreement of the minutes, they shall be formally circulated with an action log detailing agreed actions to be carried out, to attendees and copied to others as required from time to time.

5.2.5. The Strategic Performance Report shall be reviewed at the Strategic Review and Delivery meeting and any performance, or strategic issues discussed.

5.2.6. Actions arising from the Operational Review meetings shall only be deemed closed when the parties have agreed them to be closed at an Operational Review meeting or expressly in writing.

5.2.7. In the event that a required attendee is unable to attend a Strategic Review and Delivery, such meeting shall be attended by a suitably empowered deputy, or a representative who is equivalent of, or more senior member of the Service Provider's personnel than the Contract Manager.

5.3. CONTRACT MANAGEMENT INTERACTIONS

5.3.1. The following summarises the minimum required contract management interaction at each level:

Table S.3 – Contract Management Interactions

Level	Authority Representatives	Service Provider Representatives	Frequency
1	Home Office Operational Manager's	Operational Manager	As Required
2	SEO Returns Logistics and Airline Ticketing Contract Manager and/or Senior Contract Manager Home Office Operational Managers (as required)	Contract Manager Operational Manager	Monthly
3	G6 and/or G7 Returns Logistics and Airline ticketing G7 Commercial and/or Senior Contract Manager Home Office Operational Managers (as Required)	Service Provider's Senior Manager Contract Manager	Quarterly

6. ESCALATION

6.1. In the event of any queries, issues, complaints relating to the performance of the Contract the following escalation process shall be adhered to prior to the utilisation of Clause 55 (*Dispute Resolution*), and Schedule J (*Dispute Resolution Procedure*) of the Contract.

Operational Issues

Table S.4 – Operational Issue Escalation

Level of Escalation (Level 3 is the highest)	Authority's Key Representatives for Escalation	Service Providers' Key Representatives for Escalation
1	SEO Returns Logistics and Airline Ticketing (and Contract Manager as required)	Operational Services Lead and/or Contract Manager
2	G7 Returns Logistics and Airline Ticketing (and Senior Contract Manager as required)	Contract Manager and/or Service Provider Senior Manager
3	G6 Returns Logistics and Airline Ticketing (and G7 Commercial as required)	Senior Named Representative and/or Service Provider Senior Manager

Commercial Issues

Table S.5 – Commercial Issue Escalation

Level of Escalation (Level 3 is the highest)	Authority's Key Representatives for Escalation	Service Provider's Key Representatives for Escalation
1	Contract Manager and/or Senior Contract Manager (and SEO Returns Logistics and Airline Ticketing as Required)	Contract Manager
2	G7 Commercial and/or Senior Contract Manager (and SEO/G7 Returns Logistics and Airline Ticketing as Required)	Service Provider Senior Manager and/or Contract Manager
3	Home Office Head of Immigration Enforcement Commercial and/or G7 Commercial. (and G7 Returns Logistics and Airline Ticketing as Required)	Senior Named Representative and/or Service Provider Senior Manager

6.2. The above Tables represent the lead escalation points for issue resolution, but other representatives of each party may be involved in the process as required

7. RISK MANAGEMENT

7.1. The Service Provider and Authority shall work collaboratively to ensure that any risks in relation to Service provision are managed effectively to minimise potential impacts to the Authority's business and welfare of those in its' charge.

7.2. The Service Provider shall adopt the Authority's approved processes, and documentation for managing and reporting contractual risks, including but not limited to:

a) Proactively managing the identification and management of risks;

b) Reporting risks to the Authority for inclusion in the jointly owned Contract Risk Register, including an assessment of likelihood and impact of the risk and the likely effect should the risk materialise;

c) Taking ownership of assigned risks to ensure that mitigations are put in place, and where required contingency plans are created and agreed with the Authority;

d) Report to the Authority, at the agreed timescales upon any changes in the severity of the risks assigned, and immediately should there be material change in the risk;

e) Participation in regular formal reviews of the Risk Register, which shall be a shared document maintained by the Authority;

f) Participation in Risk Workshops as required.

7.3. The Service Provider shall immediately report to the Authority any significant risks, along with an initial assessment. These risks shall include, but not be limited to:

a) Significant risks affecting safety, or security;

b) Significant risks to detainee or other travellers welfare;

c) Significant factors or circumstances that may impact the effective delivery of the services under the contract;

d) Significant risks to Authority assets, or risks that could have a significant financial impact upon the Authority;

e) Any risk associated with the contract that could expose the Authority to reputational damage, or publicity;

f) Any risk associated with the Service Provider, Subcontractor, or wider Service Provider Group (E.g. Parent Company if applicable) that could expose the Authority to reputational damage, or publicity;

g) Any other significant risk.

7.4. For any risk under paragraph 7.3 the Service Provider shall formulate mitigation plans, and produce contingency plans for approval by the Authority within 5 days, or other timescale specified by the Authority.